BANKRUPTCY—PRIORITY TO WORKMEN AND SERVANTS.—Bankrupt milk company engaged claimants to haul milk from surrounding producers to the factory, payment to be made according to the amount hauled, with a fixed minimum, the amounts per hundred paid to claimants being deducted from the price paid to the producers; the claimants had their own routes, supplied their own teams and equipment, and were entitled, if the amount of milk hauled warranted, to engage assistants. §64b of the Bankruptcy Act gives priority to claims for wages due to "workmen, clerks, or servants." *Held,* that though claimants performed services and engaged in manual labor, they were not "workmen" or "servants" within the meaning of the act. *In re Footville Condensed Milk Co.,* 237 Fed. 136.

Subordination and personal subservience to the employer, the element which, says the court, affords the ultimate test, is lacking in this case, just as it is in the case of draymen, cabmen, expressmen, or other independent contractors. The relation of master and servant excludes the right to assign or delegate the performance of the obligation assumed. Using one's own wagons, tools, etc., does not alone remove one from the servant to the independent contractor class. *In re Yoder,* 127 Fed. 894; *Sproks* v. *Lackawanna Dairy Co.,* 189 Fed. 287. Neither the editor of a newspaper, nor the manager of a business, even if he incidentally performs menial or clerical service or makes sales, is a workman or servant—although they are *ultimately* subservient to their employers. *In re Greenberger,* 203 Fed. 583; *In re Zotti,* 178 Fed. 287; *In re Crown Point Brush Co.,* 200 Fed. 882; *Blessing* v. *Blanchord,* 223 Fed. 35; *In re Continental Paint Co.,* 220 Fed. 189. But a travelling salesman paid by way of commissions, or a bookkeeper or steward—though incidentally serving as directors or officers—are servants. *In re New England Thread Co.,* 158 Fed. 778; *In re H. O. Roberts Co.,* 193 Fed. 294; *In re Swan Co.,* 194 Fed. 749. It is difficult exactly to define the degree of, or proximity of subservience to the ultimate source of authority necessary to place one in one class or another.

BANKRUPTCY—PROMISES MADE AFTER FILING OF PETITION.—Defendant had been adjudicated a voluntary bankrupt, plaintiff being one of his creditors. Defendant, wishing to obtain money to effect a composition, promised to pay plaintiff's claim in full if the latter would assist him; plaintiff accordingly endorsed defendant's note for the amount needed, and the composition was carried through. After discharge, defendant repeated his promise, but without further consideration. Defendant paid the note, but refused to pay the balance of plaintiff's claim, and pleaded his discharge when sued by plaintiff. *Held,* that the promise to pay the balance of plaintiff's claim was fraudulent and void. *Lieblein* v. *George,* (Mich. 1916) 160 N. W. 538.

In *Zavelo* v. *Reeves, 227* U. S. 625, 57 L. Ed. 676, 33 Sup. Ct. 365, the Supreme Court of the United States, in a case involving facts apparently identical, held that the promise was good and was not discharged, because made after the filing of the petition. The Michigan Supreme Court does not refer to *Zavelo* v. *Reeves,* and its decision is explicable only on the assump-